

ARTICLE 20**Health and Welfare**

Beginning June 1, 1999 each Employer agrees to contribute to the Construction Teamsters Health and Welfare Fund the sum of Four Dollars and Ninety Cents (\$4.90) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour and an overtime hour shall be considered as a single contribution hour. But in no event shall the Employer be obligated to make contributions for more than 2,080 hours in any calendar year for any one of his employees.

Beginning December 1, 2000 the contribution rate shall be Five Dollars (\$5.00).

Beginning December 1, 2001 the contribution rate shall be Five Dollars and Twenty-five Cents (\$5.25).

The Trust shall be administered by six (6) Trustees. Three (3) of whom shall be Employer Trustees and Three (3) shall be Union Trustees. All payments shall be made to the fund by the twentieth (20th) of the month following the month they worked. The Fund shall be used for the purchase of payment of life and accidental death benefits, hospitalization, surgical, medical, sick and other welfare benefits as the Trustees may decide.

If an employee is absent because of illness or off-the-job injury for more than one (1) week and noti-

fies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided however, such contributions shall be for thirty-two (32) hours per week and shall not be paid for a period of more than six (6) months. Failure of the Employer to comply with the provisions of this Article shall be a breach of contract. The Trustees or their duly designated representative shall have the right to examine the payroll records of any Employer to determine whether proper contributions are being made. In the event of any default under this Article by an Employer, the Union shall have the right to cease work and use picket lines against such defaulting Employer. Any cost, including legal fees, incurred by the Trustees in the collection of obligations to make payments due to the Welfare Fund shall be borne by the defaulting Employer.

ARTICLE 21**Pension Fund**

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Commencing with the first day of June, 1999, and for the duration of the current collective bargaining

agreement between the Local Union and the Employer and any renewals or extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of Three Dollars and Seventy-six Cents (\$3.76) to the New England Teamsters and Trucking Industry Pension Fund, and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of December, 1999, the said hourly contribution rate shall be Three Dollars and Ninety-one Cents (\$3.91) and commencing with the first day of December, 2000, the said hourly contribution rate shall be Four Dollars and Six Cents (\$4.06). Commencing with the first day of December, 2001, the said contribution rate shall be Four Dollars and Twenty-one Cents (\$4.21)

and commencing with the first day of December, 2002, the said hourly contribution rate shall be Four Dollars and Thirty-six Cents (\$4.36). Commencing with the first day of December, 2003, the said contribution rate shall be the same rate as that negotiated by the New England Freight Committee.

A maximum of \$.15 will be contributed to the pension by the Employer if needed. If not needed it stays with the Employer. If the increase is above \$.15 it will be taken out of the employee's hourly wages.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40)

hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Pension Plan adopted by the Trustees of New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of

this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid fails within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorneys fees, and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the

grievance procedure and or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE 22

Arbitration & Grievance Procedures

A. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth. It is